

District 3

THIS AGREEMENT, made this 9th
day of October, 1969, by
and between the STATE OF ARIZONA
acting by and through its STATE
HIGHWAY ENGINEER, thereunto duly
authorized, hereinafter designated
STATE, and the TOWN OF BENSON, act-
ing by and through its MAYOR, there-
unto duly authorized, hereinafter
designated TOWN.

FILE REFERENCE:

ROUTE US 80

RECITALS:

For the safety and protection of the traveling public, it is necessary
and desirable that certain improvements be made on the State Highway System in
the Town of Benson. These improvements shall include, ~~but not be limited to, the~~
the maintenance of traffic signals at the intersection of US 80 and Patagonia
Street at Milepost 362.47.

WHEREAS, the parties hereto for their mutual benefit desire to cooper-
ate in the operation and maintenance of the said improvements in the manner
hereinafter stated, and

WHEREAS, it is the desire of the parties hereto to proceed with and
set out in writing their understandings and agreements pursuant to which the
said improvements shall be made and subsequently operated, maintained, and
replaced.

ARTICLE I

IN CONSIDERATION of the covenants of the State herein contained and
the faithful performance thereof, the Town agrees:

1. To provide and set aside sufficient funds to defray the costs
of operation and maintenance of said improvements on the State Highway System
within the Town.
2. In the event of any future construction projects involving the
above-referenced intersection(s), the project plans shall include all details
for the relocation and/or modification of any or all signal equipment, and such
plans shall be submitted to the State for approval. All cost of this work shall
be at the Town's expense.

3. That any proposed modifications of the traffic signal location(s) on the State Highway System shall be based on and supported by traffic studies. All proposed modifications shall be submitted to the State for approval.

4. To permit the State or its authorized agent to inspect all equipment installed on the State Highway System within the Town.

5. To furnish all labor, tools, and construction equipment necessary to replace damaged or defective materials and apparatus, and when deemed necessary and with the approval of the State, to install additional apparatus as may be required; all materials and apparatus whether replacements or additions, to be State furnished.

6. To provide each year sufficient funds necessary for the complete maintenance and operation of the said installation(s). Various items of maintenance shall include, but not be limited to the following:

- (a) Furnish electrical energy.
- (b) Replace lamps semi-annually or as required by burn-out with approved long life signal lamps. Lamps to be furnished by the Town.
- (c) Signal lenses and reflectors shall be thoroughly cleaned semi-annually or sooner if required.
- (d) Signal heads, brackets, poles, posts, control boxes, housings and conduits above-ground shall be repainted every 2 years, or sooner if required, to prevent corrosion and to maintain the good appearance of the equipment. Paint to be furnished by the Town.
- (e) The signal heads shall be focused as required.
- (f) Detailed maintenance records shall be kept and analyzed at regular intervals to determine future maintenance policies. Maintenance records shall include the date that each of the following was accomplished: cleaning, lamp replacing, painting, and similar items for each installation. Maintenance records shall be available for inspection by the Highway Department.

7. That maintenance shall continue until such time as, by mutual agreement, it is no longer necessary or desirable.

ARTICLE II

IN CONSIDERATION of the covenants herein contained and the faithful performance thereof, the State agrees:

1. To provide engineering consultation as may be required for the maintenance of the signal system.
2. In future construction projects involving locations on the State Highway System within the Town, the project plans shall include all details for the relocation and/or modification of any or all signal equipment, and such plans shall be submitted to the Town for its approval. All costs of such work shall be at the State's expense.
3. To furnish replacements for damaged or defective materials and apparatus, and to furnish additional material or apparatus as may be required, based upon and supported by future traffic studies.
4. To operate and maintain the traffic control apparatus unless the State requests the Town to assume this responsibility and the Town by written notice concurs.

ARTICLE III

IN CONSIDERATION of these premises, it is mutually agreed:

The State is bound by this agreement to furnish certain materials and apparatus as hereinbefore stated, and the Town in the maintenance of the signals and the work incidental thereto shall save and hold harmless the State, any of its departments, agencies, officers or employees from all cost and damage incurred by any of the above and from any other damage to any person or property whatsoever which is caused by any activity, condition, or event arising out of the performance or non-performance of any provision of this agreement by the State, any of its agents or any of its independent contractors. The above costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of an action, court costs, expenses of litigations,

and reasonable attorneys' fees. When any of the above cost, damage, or other damage occurs as aforesaid, the Town assumes the burden of proof that the above activity, condition or event did not cause such cost, damage, or other damage.

ARTICLE IV

If any provision of this agreement or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or application, and to this end, the provisions of this agreement are severable.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement this 27th day of October, 1967.

STATE OF ARIZONA

WM. N. PRICE
State Highway Engineer

BY:

A. L. Chadwick
A. L. CHADWICK
Deputy State Engineer

Attest:

James Lawrence
City Clerk

TOWN OF BENSON

BY:

Robert E. Smith
Mayor

APPROVED AS TO FORM

John A. Gallen
Assistant Attorney General
Attorney for Arizona Highway
Department

INTERNAL USE
DIVISION
PRE-AUDITED
Date OCT 5 1967
<u>W. N. Price</u>